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Plaintiff's Exhibit 285.

(Copy)

TELEGRAM.

Oct. 31, 1910.

E. R. Graham,
c/o D. H. Burnham & Co.
Railway Exchange Building,
Chicago, Ill.

Reed anxious to see new plans. When are you
coming here?

GUSTAV BAUMANN.

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Plaintiff's Exhibit 383.

ERG

1st Nov., 1910.

Dear Mr. Baumann:

Replying to your letter of October 24th, and telegram of the 31st, beg to advise that we are working on the plans with the modifications suggested by Mr. Reed and are sure everything is going to work out splendidly. We can see the end on this.

As I wired you, I will be detained here the balance of this week, on a very large office building deal, but expect to go East next week and will take all the drawings with me and be ready to take up all the questions which Mr. Newman brought up at our last meeting. We should be able at this meeting to make definite terms.

Yours very truly,

E. R. Graham.

Gustav Baumann, Esq.,
New York City.

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Plaintiff's Exhibit 287.

(Copy)

TELEGRAM.

Nov. 18, 1910.

E. R. Graham,
c/o D. H. Burnham & Co.
Railway Exchange Bldg.
Chicago, Ill.

When are you coming? Newman asked for
you. Contract ready.

GUSTAV BAUMANN.

CC

Plaintiff's Exhibit 288.

New York,
November the Nineteenth,
1910.

E. R. Graham, Esq.,
c/o Messrs. D. H. Burnham & Co.,
Railway Exchange Building,
Chicago, Ill.

My Dear Mr. Graham:

I enclose you herewith copy of agreements which I have received from Mr. Newman. I thought perhaps you would like to study them on your way to New York.

The roll of plans has just arrived, and I will look them over before you get here.

Mr. Newman all of a sudden is in a hurry to see what your plans are, although he has not settled the matter of the ground yet. I have been at him to get these contracts, to thrash them out, so that the moment that he settles his matters with the city, we can execute the lease. As you see, he has gone plumb back on his word and made the basis of the second rental \$125,000 instead of \$100,000, and the rate 5% instead of 4½%. Furthermore, does he ask us to pay for the excavations of his terminal as well as supervision of the building? These are the principal points which I think we ought to settle the moment you get there.

Very truly yours,

GUSTAV BAUMANN.

(2 Enclosures)

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Plaintiff's Exhibit 384.

ERG

21 November, 1910.

Mr. Gustav Baumann,
New York City.

Dear Sir:

I beg to acknowledge receipt of your valued favor of the 19th instant with enclosures. I will go over these very carefully and be ready to report when I arrive in New York.

Yours very truly,

E. R. Graham.

Plaintiff's Exhibit 378.

(Copy Letter Graham to Baumann.)

D. H. BURNHAM & CO.

ERG

28th November, 1910.

Dear Mr. Baumann:

I have carefully read agreements B-1, 2 and 3 submitted to you by Mr. Newman, and offer the following criticism:

Since seeing you last I had the opportunity to become acquainted with the terms and conditions upon which this same Railroad Company has leased some land on Lexington Avenue to another tenant, the salient points of which are as follows:

1st. The lease is made for 50 years without a re-valuation.

2nd. The Railroad Company furnished *all* the money required for the building, the tenant agreeing to pay 6% interest on the cost of the building and to refund such cost at the rate of 2% per annum, interest charges ceasing on amount so refunded.

3rd. The ground rent is fixed on a basis which takes into consideration the fact that the owners are getting the benefit of the sub-surface rights, in other words on a valuation of less than one half of the real value of the land.

4th. The lease provides that the Railroad Company shall contribute towards the payment of taxes, one-half of the amount assessed against the land, which would indicate that they consider their sub-surface right to represent the use of the land to the extent of one-half of its value.

5th. Assuming that you will carry out your proposition and put in \$1,300,000.00 towards the construction of your Hotel Building, you ought to get something more than their other tenant who does not contribute a dollar towards the cost of the building. In my judgment this should take the following form:

A. The rent under your lease should be arrived at after taking sub-surface rights into consideration the same as in the other instance and the lease should provide that there will be no re-valuation for a term of 50 years and at the end of 50 years you will get a renewal for another 50 years, the rent to be determined by appraising the land, figuring $4\frac{1}{2}\%$ on such value, this amount to be credited with a sum which will represent the value to the Railroad Company of the sub-surface rights.

I do not think you would be justified in giving up your interest in the building, which you really pay for, without having 100 years in which to work its cost out. I am informed that all the Astor leases made in New York provide that at the end of the term the owners pay for the value of the building, the only exception to this rule being where the leases run for a term of 84 years or longer.

B. The same provision with respect to taxes that the Railroad Company has agreed to with the other tenant should obtain in your case.

C. The agreement should provide that the interest you pay on the amount invested by the Railroad should be readjusted every year on the basis of your paying interest on the principal as reduced by installment payments.

The agreements as now prepared call upon you to pay a rental equal to the full value of the land, leaving out of consideration the fact that they are using the land as well as you, also they ask you to pay taxes on the land which they in part use, and further they call on you to build a building, invest about 25% of its cost at once, reimburse them for the money they advance towards the construction so that eventually you pay for the entire building and give them the building at the end of 42 years. To my knowledge no lease as drastic as this, from the standpoint of a tenant, has ever been made.

Taking up some of the clauses of the agreement in detail, I suggest the following:

Agreement B-1, page 8, dealing with the payment by you of water rents should make it perfectly clear that you are not called upon to pay for water consumed in the space occupied by the Railroad Company.

Agreement B-1, page 10, dealing with the matter of maintaining and keeping building in repair should make it perfectly clear that this does not apply to the space occupied by the Railroad Company.

Agreement B-1, page 11, dealing with the question of assigning this lease should make it clear that you have the right to sub-let privileges customary to be sub-let in a hotel.

Agreement B-1, page 12, which will define the scope of the use of the premises should make it perfectly clear that you have the right to sub-let space to Telegraph, Telephone, Ticket offices, Post Office, and numerous other purposes which you might find desirable to let space for in the Hotel.

Paragraph 10, dealing with the question of fire insurance should give you the right to place insurance with companies satisfactory to the Railroad Company.

Paragraph 11, Agreement B-1, dealing with the question of liability insurance should make it clear that you are not responsible for accidents occurring in the space occupied by the Railroad Company.

Agreement B-1, paragraph 12, which undertakes to give the owners the right to supply you with light, power and heat, *at a sum not to exceed an amount equal to prevailing rates*, should read "at a cost not greater than you can procure such light, heat and power." I make this distinction because it may be possible for you to get light, heat and power lower than the *prevailing rates* and the Railroad Company has no right to force you to pay prevailing rates.

Agreement B-1, schedule A, page 27, dealing with the commencement date of your lease should provide that some disinterested person must pass judgment as to when the building reaches that stage of completion when your rent should commence.

Agreement B-1, schedule B. Defining the manner in which the cost of the building should be arrived at should clearly exclude from said cost all expenditures made necessary to provide space to be occupied by the Railroad Company.

Agreement B-2, page 2, as now drawn gives the railroad the right to direct the letting of contracts in this building. This right, I believe, should rest with you.

Agreement B-2, paragraph 3, calls upon you to pay interest on money expended to provide space for the Railroad Company. This should be excluded.

Agreement B-2, paragraph 4, calls for you to place \$1,300,000.00 in cash in the hands of the Railroad Company. I believe a more business-like and convenient method could be devised to meet this condition.

Agreement B-2, paragraph 9, as now drawn gives the owners too much latitude to make changes in the building. This should be more clearly defined so that your interests will be protected.

Please go over these figures carefully and in detail, and I will be with you in a few days to take it up in person.

Very truly yours,

Plaintiff's Exhibit 289..

New York,

November the Thirtieth,
1910.

E. R. Graham, Esq.,
c/o Messrs. D. H. Burnham & Co.,
Railway Exchange Building,
Chicago, Ill.

My dear Mr. Graham:

Your letter dated the 28th inst. which arrived this morning only, carries most of my views, and I am quite prepared to thrash them out with Mr. Newman the moment you arrive.

I have not shown the new plans to Mr. Newman, because I hoped that you might arrive before this, and the principal reason of writing you today, is to ask you whether you had made some studies, such as we talked over with Reed, and Reed always advocated, namely, to have only a few steps at the entrance to the hotel, and more of them inside. The more I think of it, the more I like the idea. Your plans show a great many steps at the entrance, and I fancy it is your idea to make them very low and wide, so as to give them the appearance of a grand stair case as you see in public buildings, but I do not know whether the idea is practical in the hotel. I think if you lowered the two restaurants to such a level that you would only have to have five or six steps at the entrance, it would be more desirable, and then have a few more steps, as you approach the western part of the Light

Shaft, and then of course, you would have to have as you come to the centre light shaft, turning to the right, some more steps up to the office, to pass the carriage ramp. Coming in from Vanderbilt Avenue, the same treatment might be studied, having the lounging room on the right hand side on a lower level, and from there, some steps into the smoking room, in case that one has to be on a higher level, on account of the receiving room. I don't know whether you are restricted by the New York Central Concourse to leave the lounging room on the level which you have made now. In that case, more steps would have to be made in the corridor leading to the cafe, smoking room and lounging room. If you have simply abandoned the idea on account of feeling that a great many steps at the entrance would be imposing, and not objectionable, I wish you would try the scheme with different levels inside the house. If there are architectural impossibilities for this plan, of course, we will have to abandon it, and make the best of what you have suggested, but I am a little bit afraid that a hotel, which I hope will be patronized a great deal by elderly ladies such as has been the case at Holland House, should not have long stairways, which I feel pretty certain would be, the least to say, undesirable if not a drawback. See what you can do in this respect. First impression is always a great thing, and therefore, we must have desirable entrances.

Very truly yours,

Gustav Baumann.

Plaintiff's Exhibit 379.

Dec. 3, 1910.

My dear Mr. Baumann:

In line with the suggestions contained in your letter of November 30th I am sending you, under separate cover, two hektograph pencil prints of sheet No. 4 showing the ground floor plan arranged with the steps distributed in such a way that there will be no long flight of steps at any one point. It was our intention to treat the steps in any case with very wide treads and very low risers in order to give them a dignified appearance besides making them very easy. We agree with you, however, that it would be better to avoid giving people, right at the entrance, the impression of a long flight of stairs and the disadvantage of several different levels for the different rooms is probably not a serious one.

Please look this plan over, taking note of the stairway and steps in particular and let us have your ideas.

Very truly yours,

E. R. Graham.

Gustav Baumann, Esq.,
New York City.

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Plaintiff's Exhibit 290.

New York,
December the fifth,
1910.

E. R. Graham, Esq.,
c/o Messrs. D. H. Burnham & Co.,
Railway Exchange Building,
Chicago, Ill.

My dear Mr. Graham:

I have received your letter and the plans of the first floor, which I think is very nice indeed. It certainly is an improvement on the long stairways, and will work out very well.

Very truly yours,

GUSTAV BAUMANN.

Waiting for you impatiently. When are
you coming? G. B.

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Plaintiff's Exhibit 350.

BIRCH BURDETTE LONG
Office 7 East 42 Street, New York.
Studio 2 Park Ave., Danbury, Conn.

Danbury, Conn., Feb. 8, 1911.
Grand Central Terminal Architects,
314 Madison Ave.,
New York City.
To Birch Burdette Long,

For two drawings showing store fronts, on
elevated drive, Grand Central Terminal,
\$75.00

Received paymt.,
Birch Burdette Long.

Plaintiff's Exhibit 291.

New York
February the Seventeenth,
1911.

E. R. Graham, Esq.,
c/o Messrs. D. H. Burnham & Co.,
Railway Exchange Building,
Chicago, Ill.

My dear Mr. Graham:

Enclosed I send you the plans which you saw last week. They have not found any snag in the ground plans. In order to comply with my demand for more kitchen space, Mr. Reed is suggesting to put in one more floor in the basement, which would bring the level of our part of the ground to the same as theirs, and as a further study, Mr. Reed is trying to put in the kitchen between the grill room in the basement, and the restaurant, so that the waiters of the restaurant would have to walk one flight up from the kitchen and those of the grill room, one flight down. In that way, the rear part of the grill room, which would be half the length of Madison Avenue, could also be used for kitchen purposes.

We have also suggested to use the southern half of the restaurant on the office floor as the gentlemen's Cafe. Please remember that Mr. Newman feels very strongly that the hotel office should not be in the oval rotunda facing the dining room, which space he wants to have reserved for the use of ladies, and persists upon putting the office on the southeast part of the

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building. As soon as I have seen these suggestions on paper, I will forward them to you. Meanwhile, I suppose you can make studies laid out on the enclosed ground plan.

Very truly yours,

GUSTAV BAUMANN,

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Plaintiff's Exhibit 158.

G—3, Hotel

Feb. 18th, 1911.

Mr. G. Baumann,
Hotel Holland,
Fifth Ave. & 30th St., N. Y. City.

Dear Sir:—

We are sending you the sketches which we have prepared showing possibilities of Hotel at 43rd-44th Streets, Madison and Vanderbilt Avenues.

Since you were here we have found it necessary to make a change at the corner of 43rd Street and Vanderbilt Avenue, after considering the matter from a Railroad Company's standpoint.

You understand these sketches are suggestions on our part, which must be considered by the Railroad Company, as well as yourselves.

Yours truly,

GRAND CENTRAL STATION ARCHITECTS,

.....Executive.

CAR/L

Plaintiff's Exhibit 399.

HOLLAND HOUSE.

D. H. Burnham & Co.,
Chicago.

Gentlemen:

These are the latest plans.

Yours very truly,

JOHN McE. BOWMAN.

Feb. 18, 11.

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Plaintiff's Exhibit 292.

(Copy)

TELEGRAM.

2/20/11.

D. H. Burnham & Co.
Railway Exchange Building,
Chicago, Ill.

On blue prints mailed Saturday please notice entrance on southeast part is eliminated which is undesirable. Saw Reed and he probably will reconsider and give entrance where marked Harri-man and place office against Bar. When can you show suggestions. Am obliged go way twenty-eighth for week.

Gustav Baumann.

Plaintiff's Exhibit 400.

(Copy Letter Graham to Baumann.)

D. H. BURNHAM & CO.

20th February, 1911.

ERG

Mr. John M. Bowman,
Holland House,
New York City, N. Y.

Dear Sir:

We beg to acknowledge receipt of yours of the 18th instant enclosing the latest plans in connection with the Baumann Hotel.

We will work same up at once and see what can be done.

Very truly yours,

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Plaintiff's Exhibit 293.

(Copy)

TELEGRAM.

Feb. 24, 1911.

Messrs. D. H. Burnham & Co.
Railway Exchange Building,
Chicago, Ill.

Have you any new plans to submit? Going
away Tuesday.

GUSTAV BAUMANN.

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Plaintiff's Exhibit 380.

ERG

4th March, 1911.

Dear Mr. Baumann:

I am sending you today, under separate cover, two revised plans for your proposed Hotel. The general plan seems to me to work out splendidly. Of course there will be a lot of details, which we have not gone into, but which we know can be solved perfectly. Setting over the basement partition as I explained to you greatly increases the space in the basement and I believe it can be made to work.

Please go over these drawings carefully and let me have your full criticism.

Very truly yours,

E. R. Graham.

Gustav Baumann, Esq.,
New York City, N. Y.

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Plaintiff's Exhibit 294.

(Copy)

TELEGRAM.

March 7, 1911.

E. R. Graham,
c/o D. H. Burnham & Co.
Railway Exchange Building,
Chicago, Ill.

Plans received. Extremely important that
you should be here now to confer with Reed and
Newman. Answer.

GUSTAV BAUMANN.

Plaintiff's Exhibit 295.

New York,
March the Seventh,
1911.

E. R. Graham, Esq.,
c/o Messrs. D. H. Burnham & Co.,
Railway Exchange Building,
Chicago, Ill.

My dear Mr. Graham:

I received your favor of the 4th inst. and the duplicate plans yesterday. I can see that there had not been any serious study made of changing the ideas which Mr. Reed had put in the sketches which I sent you and in fact it was all overlooked in your office that the entrance on Vanderbilt Avenue was changed in Mr. Reed's second plans. It looks to me as if they were very eager to make headway, and I have given up quite a little time to Mr. Reed in studying what could be made of the lot in conjunction with their railroad scheme, and am quite disappointed that I have been unable to get your co-operation and views on Mr Reed's suggestions. I really think your time would be well employed in working together with Mr. Reed a few hours and I do not like to commit myself to his suggestions without having seen you and therefore wired you this morning:

"Plans received. Extremely important that you should be here now to confer with Reed and Newman. Answer."

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I hope that I shall get a telegram from you before this reaches you and trust that you will see the importance of co-operating now with Mr. Reed to come to a final decision with Newman before the important man sails to Europe.

Very truly yours,

GUSTAV BAUMANN,

Plaintiff's Exhibit 296.

(Copy)

TELEGRAM.

March 10, 1911.

E. R. Graham,
D. H. Burnham & Co.,
Railway Exchange Building,
Chicago, Ill.

Arranged conference Reed Monday two thirty.
Will do if Anderson with you, as I will be away
until then.

GUSTAV BAUMANN.

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Plaintiff's Exhibit 297.

(Copy)

TELEGRAM.

March 10, 1911.

E. R. Graham,
D. H. Burnham & Co.,
Railway Exchange Building,
Chicago, Ill.

Reed cannot keep appointment until Wednesday. Wire whether you will be on hand. Shall be glad to see Anderson any time if you want him to work on plan with me here.

GUSTAV BAUMANN,

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Plaintiff's Exhibit 159.

G—3, Hotel

March 14th, 1911.

Mr. G. Baumann,
Hotel Holland, N. Y. City.

Dear Sir:—

In accordance with my telephone message, after considering the plans as drawn it is discovered that the detail changes have rendered entirely useless our figures on the support of the Hotel over the tracks, making it necessary for us to make entirely new calculations as to the supporting the Hotel as now planned.

Our Structural Department has not reached the point where they can determine just when these will be completed.

Yours truly,

GRAND CENTRAL STATION ARCHITECTS,

.....Executive.

CAR/L

Plaintiff's Exhibit 162.

March 28, 1911.

Mr. C. A. Reed,
Executive, G. C. S. Architects.

Dear Mr. Reed:

I am a little afraid that the delay in getting our street rights from the City may cause Messrs. Baumann and Graham to get lukewarm on the hotel plans.

I presume the work that you have been doing is sufficiently advanced now for you to have another conference with them; and, if this is the case, I think it would be well for you to write Mr. Graham the present status of the matter so as to assure both him and Mr. Baumann that everything is being expedited as much as possible.

I have not heard anything from Mr. Baumann within the past ten days which makes me fear that he may be getting inclined to give up the proposition.

Yours very truly,

W. H. NEWMAN.